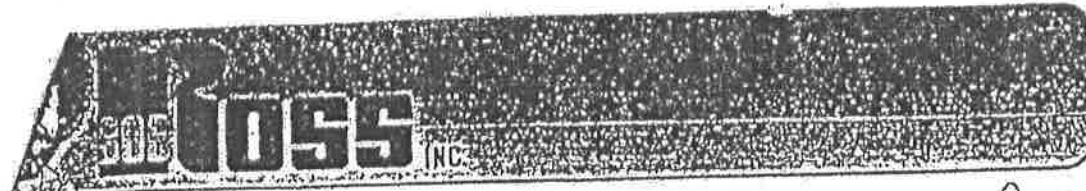


# Exhibit J



FILE

December 12, 1990

ROSS  
WIPB  
(FREE)

Mr. James R. Needham  
General Manager  
WIPB-TV  
E.F. Ball Building  
Ball State University  
Muncie, Indiana 47306

Dear Jim,

This letter is to outline in one document, the understandings and agreements governing the production and distribution of the television videotaped series, "THE JOY OF PAINTING" SERIES 23, as well as the distribution of the companion book, "The Joy of Painting", Volume 23, specifically designed to accompany this 13 half-hour television series.

Eastern Indiana Community Television, Inc. (hereinafter, WIPB-TV) shall produce in its studio, the series described above and shall arrange for the U.S. PBS and Educational Television distribution of the video programming. WIPB-TV may broadcast, air, use, distribute or re-license the series to PBS and Educational TV stations in the U.S. for a period not to exceed three (3) years from the date of the first broadcast of the first program of the series by WIPB-TV unless the extension is granted in writing. WIPB-TV shall be responsible for all pre-production, production, and post-production of this program series. WIPB-TV shall provide Bob Ross Inc. with an additional videotape program master in 3/4" Umatic format.

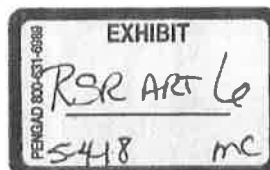
Ownership of the programs, the copyright and all other rights vests immediately in Bob Ross Inc. At the end of the period of this Agreement and any extension thereof, videotape program masters shall be conveyed to Bob Ross Inc. with no further entitlements in WIPB-TV, except WIPB-TV shall retain the right to broadcast the series over WIPB-TV and its translator or repeater in perpetuity and continue to receive from Bob Ross Inc., ~~the~~ of all proceeds for qualifying book orders obtained through residual domestic PBS and Educational Television broadcasts of the television series.

Bob Ross Inc. shall retain all ownership rights represented by the programs, the title, and copyrights for the book. WIPB-TV hereby waives all rights to the art and paintings used in the series.

1

'03) 450-7666 P.O. BOX 946 STERLING, VIRGINIA 22170 FAX # (703) 450-0840

CONFIDENTIAL



BRI0000426

Bob Ross Inc. shall be responsible for publishing and distributing the companion book, "THE JOY OF PAINTING", Volume 23, and handling all mail once it is received from WIPB-TV.

WIPB-TV shall be the initial recipient of all mail orders for the book arising from the broadcast of the television series, and shall forward in a timely manner, all such requests to the address provided by Bob Ross Inc. Bob Ross Inc. will receive ~~\_\_\_\_\_~~ of all gross proceeds (less bad checks), from the sale of the books as represented by the orders placed as a result of "on-air" response to the television program produced through this agreement. WIPB-TV will receive ~~\_\_\_\_\_~~ of the gross proceeds (less bad checks) for all orders received by mail, or through the use of the toll-free number (1-800-BOB ROSS) as displayed at the end of the television programs. It is further understood that orders received through the use of that toll-free number shall be accepted only for Visa and Mastercard purchases, and that all other inquiries shall be referred to WIPB-TV, P.O. Box 149, Muncie, Indiana 47308.

All checks and money orders shall be forwarded directly to Bob Ross Inc. as mentioned earlier in this agreement. WIPB-TV may open the mail, but shall rely on Bob Ross Inc. to render to WIPB-TV on a monthly basis by the 15th of the following month, an accounting of the number of orders received, and a check for ~~\_\_\_\_\_~~ of the gross proceeds for such qualifying orders.

"Qualifying Orders" shall refer to any order received either by mail or through the toll-free number in response to the television series.

As for orders placed through the toll-free number, Bob Ross Inc. agrees to supply an accurate and true report as to the numbers of orders received and the amount of revenue generated by such orders if requested to do so by the Board of Directors of WIPB-TV. Such audit will be at the expense of WIPB-TV, except that Bob Ross Inc. shall reimburse WIPB-TV with the proportion of expense that any discovered error bears to the revenue generated.

WIPB-TV shall ensure the series is distributed in the most effective manner possible. Bob Ross Inc. shall ensure prompt and timely publication of the accompanying book described above. Every effort shall be made by both parties to facilitate the national distribution of the series and the book.

WIPB-TV shall bear the cost of producing and transmitting the series on a local and national basis, and shall obtain corporate underwriting from the Martin/F. Weber Company of Philadelphia, Pennsylvania, or such other national underwriter as is necessary

to cover the costs of producing and distributing this series. *APR 1/11/91*  
 However, Bob Ross Inc. reserves the right to ~~cancel this veto~~ *12/27/90* the ~~substitute~~ *1/11/91*  
 Agreement if ~~it~~ *Bob Ross Inc.* objects with good cause to the underwriter and  
 can offer an ~~alternative~~ *substitute*. *on Jan 12/27/90*

This agreement is subject to station's obtaining satisfactory commitments for the underwriting of this series in the amount of at least ~~per~~ *per* Paragraph 5 of the July 1, 1990 Contract.

WIPB-TV shall be responsible for compliance with all regulations and permits of any kind regarding the studio facility, except those specifically involving Bob Ross Inc.'s production of said art instruction programs.

Bob Ross Inc. shall be solely responsible for personal property of Bob Ross Inc. brought to the premises for production purposes, and WIPB-TV shall have no responsibility to Bob Ross Inc. for damage to Bob Ross Inc.'s personal property unless the damage is due to the negligence of WIPB-TV or any agent or employee of WIPB-TV; conversely, WIPB-TV shall be solely responsible for all personal property of WIPB-TV in and around the studio premises, and Bob Ross Inc. shall have no responsibility for damage to WIPB-TV's property unless such damage is caused by negligence of Bob Ross Inc. or any agent or employee of Bob Ross Inc.

In the event suit is brought in connection with enforcing the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs..

Both liability and property damage insurance on the premises shall be the responsibility of WIPB-TV, unless otherwise agreed between the parties.

Notice to either party shall be given by mail as follows:

To Bob Ross Inc.:  
 President  
 Bob Ross Inc.  
 1306-C Squire Court  
 Sterling, Virginia 22170

To WIPB-TV:  
 General Manager  
 WIPB-TV  
 E.F. Ball Building  
 Ball State University  
 Muncie, Indiana 47306

This agreement shall be binding upon all successors and assigns to the parties.

This agreement is made under the Contract of July 1, 1990 in accord with Paragraph 3 and 25 thereof, including the following

numbered Paragraphs: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11A, 11C, 11D, 12, 13, 15, 16B, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and excluding the following numbered Paragraphs: 11B, 14, 16A, 16C.

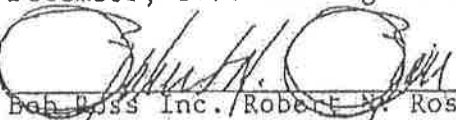
This agreement shall be governed and construed in accordance with the law of the Commonwealth of Virginia.

To indicate your acceptance of these conditions and covenants as outlined in this letter, please sign this original and return it to us for our files.

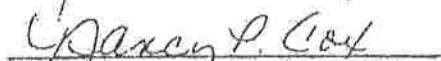
Sincerely,

Robert N. Ross  
President

We, Bob Ross Inc. and WIPB-TV, Eastern Indiana Community Television, Inc. (EICTV), agree to the understandings and covenants as described above, effective this 27<sup>th</sup> day of December, 1990 and signed in the presence of two witnesses:

  
Bob Ross Inc./Robert N. Ross

  
WIPB/EICTV, James R. Needham

  
Witness

  
Witness